

REQUEST FOR QUOTATION

This is NOT an order to ship.

Please quote on the commodities or services listed below.

All prices must be FOB Destination.

You must show Unit Price, Amount and Total or bid may be rejected. The State of Connecticut is exempt from payment of Federal Excise taxes and the Connecticut Sales Tax. Do not include such taxes in bid prices. CCSU reserves the right to reject in whole or in part any or all bids submitted.

VENDOR NAME ADDRESS		BID NUMBER: 2013-45
ADDRESS		BID DUE DATE: May 9 2013 3:00 PM
ISSUED BY (return to) Central Connecticut State University	sity	
Purchasing Department 1615 Stanley Street New Britain CT 06050-4010		DATE ISSUED: April 17, 2013
SIGNED (for Agency) Thomas Brodeur, C.P.M.	Prepared by: Thomas Brodeur, C.P.M. Director of Purchasing Phone 860-832-2531 Fax 860-832-2523	Purchasing Authority: C.G.S. 10a-151b C.G.S. 4a-52a
Provide maintenance, service, emergency servaccordance with the attached specifications.	vice and testing of the CCSU fire and security	alarm systems on campus in
Included with this RFP document – Attachment A – CCSU fire alarm system devi	ice matrix	
A mandatory pre-bid conference will be held not be given credit for attendance nor allowed	•	vals (10 minutes or more) will
Return bids to the CCSU Purchasing Departm 2013_ Faxed or emailed responses cannot be		U Bid # 2013-45 due May 9 ,
For all State contracts as defined in P.A. 07-1 series of such agreements or contracts having expressly acknowledges receipt of the State E state campaign contribution and solicitation p See Attachment [SEEC Form 11] Initial	a value of \$100,000 or more, the authorized s lection Enforcements Commission's notice ac	ignatory to this Agreement lvising state contractors of
Printed Name Email Address		Date
Telephone and Extension FEIN	Cash Discount Payment T	erms%days, Net 30

RFQ RESPONSE CHECK LIST

A COMPLETE BID RESPONSE WILL INCLUDE THE SUBMISSION OF ALL THE ATTACHMENTS LISTED BELOW.

PARTIAL ANSWERS AND/OR MISSING ATTACHMENTS MAY DEEM YOUR RESPONSE AS NON-COMPLIANT. NON-COMPLIANT BIDS ARE DISQUALIFIED FROM CONSIDERATION.

[]	Completed Request for Quotation form (page 1)
[]	Completed Statement of Bidder's Qualifications form
[]	Completed References form
[]	Completed Pricing Sheet
[]	A letter from EST verifying that the bidder is a Strategic Partner with EST
]]	A list of all employees who may be assigned to CCSU shall be required, including name and background of work experience.
[]	Demonstrated experience with Gamewell fire alarm equipment
[]	Verification of all Technical and Facility Requirements described in Section 8
]]	CHRO Paperwork, Nondiscrimination Certification, and OPM Ethics forms 1, 5 and 6

Central Connecticut State University Specifications for Campus Fire Alarm Maintenance, Service and Testing

1.0 GENERAL INTENT AND SCOPE

- 1.1 Central Connecticut State University (CCSU) is seeking a qualified vendor to provide a full service contract for the maintenance, service, emergency service and testing of the facility Fire Alarm system consisting of the Fire Alarm systems in all buildings, the interconnection of all buildings to the Central Station, and the Central Station receiving microprocessors and Color Graphic computers. Security Alarm systems throughout the campus and Carbon dioxide and oxygen depletion detectors will also be included in this contract. Bidder shall be responsible for all control panels, all equipment connected to the control panels and the tie between control panels and the fire alarm system. It is the intent of this specification to provide as complete a scope as possible, however the bidder shall be responsible to maintain, service, and test the complete systems in their entirety.
- 1.2 All Fire Alarm equipment is manufactured by Edwards Systems Technology (EST) and Gamewell. All bidders shall meet all requirements of this specification and no substitutions, compromises, or deviations of any kind shall be allowed. The University Fire Marshal shall be the final authority for interpretation of these specifications.
- 1.3 Security alarm systems encompass various manufactures. See attachment A for more information. It shall be the bidder's responsibility to obtain identical replacement parts or provide UL documentation of compatibility of another manufactures replacement part in the event of failure. If neither can be provided, it shall be the bidder's responsibility to replace the entire system with new equipment manufactured by Detection Systems Inc.

2.0 ADDENDA

2.1 CCSU may need to issue one or more addenda related to this RFQ. Such addenda shall be posted at http://www.ccsu.edu/page.cfm?p=778.

It shall be the responsibility of prospective bidders and other interested parties to familiarize themselves with the web site and visit it regularly during the RFQ process for updated information or addenda.

3.0 CONTRACT PERIOD

- 3.1 The contract period shall be for three (3) years starting July 1, 2013, and ending June 30, 2016.
- 3.2 CCSU shall, with mutual consent, have the option to renew the contract for two (2) additional one year periods or parts thereof

4.0 AWARD OF CONTRACT

- 4.1 Contingent upon funds being available, the contact shall be awarded to the lowest priced qualified bidder.
- 4.2 CCSU may consider the reasonableness of the unit prices in evaluating the bid. CCSU reserves the right at its discretion to reject any or all bids based on the reasonableness of the unit prices.

5.0 Reserved for future use

6.0 DOCUMENTATION WITH BID

- 6.1 All bids shall include the following documentation with the bid package:
 - 6.1.1 A letter from EST verifying that the bidder is a Strategic Partner with EST and is an authorized service organization, with factory trained personnel based in the servicing office, for all of the respective equipment at the facility.
 - 6.1.2 Demonstration of experience and knowledge in the operation and repair of EST/IRC systems.
 - 6.1.3 Demonstration of experience and knowledge in the operation and repair of Gamewell fire alarm equipment.
 - 6.1.3 Verification of the bidder's technical expertise as required herein under section 6.0 and subsequent subsection entitled "BIDDERS TECHNICAL AND FACILITY REQUIREMENTS".

7.0 EQUIPMENT

- 7.1 The system is comprised of each building and all devices and panels. The buildings and quantity of devices is listed in this bid. The bidder shall be responsible for testing all devices present in the buildings.
- 7.2 Equipment is EST addressable building systems, EST central receiving panels with color graphics, EST CPU computers, EST/IRC systems, and Gamewell 500 microprocessor addressable building systems, Dualarm.
- 7.3 The main control panel and three (3) off site locations are connected to an off campus alarm monitoring company. Winning bidder is responsible to maintain third party monitoring services, cost of which is to be included in the bid. The off-site panels are at the Day Care Center (1285 East Street, NB), New Grounds Building (195 Coccomo Circle, NB) and ITBD (185 Main St., NB).
- 7.4 Carbon Monoxide detectors are also to be tested and maintained as per manufacture specifications. Approximately 35 Macuro Inc. CM-15A detectors are located throughout the campus. CCSU is also in the process of installing new EST Smoke/CO Combination Detectors (Currently in Seth North Hall, with Beecher Hall to get one next)
- 7.5 Bidders are hereby notified that the new Public Safety Building (Police Department) and new Academic Building will both be open and occupied in August and shall be included in all bid prices.

8.0 BIDDERS TECHNICAL AND FACILITY REQUIREMENTS

- 8.1 Bidder shall verify in full the following with bid submittal:
 - 8.1.1 Be an EST Strategic Partner
 - 8.1.2 Demonstrate your technicians' experience with EST/IRC systems
 - 8.1.3 Provide references of Gamewell repair and service.
 - 8.1.4 Have in-house CAD facilities utilizing AutoCAD, current version.
 - 8.1.5 Have in-house technical expertise to update and maintain .DWG files as required.

- 8.1.6 Ability to respond to all service calls within two (2) hours on a 24 hour a day basis.
- 8.1.7 Have at their facility a UL listed smoke detector sensitivity tester.
- 8.1.8 Be a UL Certification Station, listed under UUJS.
- 8.1.9 Have spare parts necessary for the Agency fire alarm system in addition to the spare parts required by this specification.

8.2 In addition the bidder shall include:

- 8.2.1 The location of the bidder's facility that will service this location, day and night telephone numbers for the two hour service response, a listing of technical personnel from this office assigned to service the facility, contact names if different from the service personnel, and a name CCSU should contact to arrange for a visit to the bidder's facility.
- 8.2.2 An organizational chart showing the contract administrators and staff up to, and including, the president.

9.0 PERSONNEL

- 9.1 Bidder shall provide only trained employees to perform any work for this contract. All employees providing maintenance, testing and service will be required to hold a valid State of Connecticut Department of Consumer Protection Electrical L6 license or higher. As required by the State of CT the employee shall have a copy of their Electrical License with them at all times. No subcontracting of fire alarm maintenance or testing or programming shall be allowed. Sub-contracting for 'electrical' work where required may be allowed to affect repairs.
- 9.2 The successful bidder shall be required to conduct a comprehensive background check on all employees assigned to this contract, including a check of employment history, arrest information, and citizenship. All new employees assigned to this contract during the contract period shall undergo the same comprehensive background check prior to being assigned to the contract. A report on these background checks shall be sent to the CCSU Public Safety Department. The Agency reserves the right to reject any person applying for assignment to this contract. See attached Background Check Letter for further information. This must be renewed at the start of each new contract award. Any employee that will be in the Dispatch Center at the Public Safety Building will also be required to fill out an Agreement to Protect Confidentiality of Computerized Criminal Record Data provided to the employee by the on duty dispatchers.
- 9.3 A list of all employees who may be assigned to CCSU shall be required, including name and background of work experience. CCSU will use the information to verify the employee's suitability to perform this work in a University environment prior to contract award.
- 9.4 Only personnel approved by CCSU will be allowed to perform work on site for this contract.
- 9.5 The contractor shall not enter any occupied resident hall room without an escort by a University employee.
- 9.6 All employees shall be required to obtain a University issued ID Badge which must be worn at all times while on campus.

9.7 Employee Standards of Conduct:

CCSU has developed specific standards of conduct deemed necessary to ensure the orderly and efficient performance of duties and services at the University and to protect the health, safety and welfare of all members of the University community. In accordance with those standards, the following items are strictly prohibited:

- 1. Use or possession of drugs or alcohol;
- **2.** Possession of firearms;
- **3.** Smoking in Agency buildings;
- 4. Harassment (Sexual, racial or otherwise) or intimidation of any member of the University community;
- **5.** Violation of applicable traffic or public safety regulations or of Agency rules and procedures;
- **6.** Unauthorized use of Agency vehicles, equipment or property;
- 7. Use of University telephones for personal business;
- **8.** Removal or theft of University property
- **9.** Unauthorized duplication or possession of University keys;
- 10. Transfer of personal identification card or of parking pass to unauthorized personnel;
- 11. Conduct or behavior that endangers the health, safety and welfare of any member of the public or of the University community;
- **12.** Interference with the work of other employees;
- **13.** Work attire other than the specified uniform;
- **14.** Loud, vulgar behavior or the use of profanity;

CCSU may, at its discretion, recommend discharge of any employee of the Contractor found to be in violation of these standards, or in violation of other standards adopted by the Agency from time to time, as required to protect the health, safety and welfare of the University community.

10.0 TEST, MAINTENANCE, AND SERVICE REQUIREMENTS

This contract will include testing as follows:

- 10.1 Device Testing Twice a year, all buildings, each device.
 - 10.1.1 Every device, including but not limited to, pull stations, heat detectors, duct smoke detectors, elevator recall smoke and heat detectors (tested in July only), magnetic door holders, smoke detectors, strobes, combination horn/strobe units, speakers, combination speaker/strobe units, enunciators, vandal alarm connections, motion detectors, security system control panels, water bugs, temperature alarms, fire alarm control, and voice control panels.
 - 10.1.2 Sprinkler switches are tested in the field by a third party and are not part of this RFQ, but are done in conjunction with the January and July Fire Alarm Testing
 - 10.1.3 Each device shall initiate an alarm condition within the building, at the building panel and associated enunciators, at the Central receiving control and alpha-numeric display, on the Color graphic computer display, and on a print-out.
 - 10.1.4 The contractor shall verify each alarm at each local device point, local control panel, and the central receiving control, color graphics display, and printer before verifying the next alarm. Communication shall be via cell phone or portable radio on a frequency not used by the Agency.

- 10.1.5 Testing is done in January/February (approximately 5 weeks) and in July/August (approximately 6 7 weeks). This schedule may be adjusted by CCSU to accommodate construction or other projects. Note that the July/Aug service e includes annual smoke detectors sensitivity tests per section 10.10
- 10.2 Local Building Panels Each local fire alarm and security panel shall be tested by the operation of each device. One half of each system test shall be performed on batteries only. Batteries shall be replaced as required. Note: testing of the Gamewell panels on batteries with a concurrent disconnection of AC power requires the reprogramming of the panel. The panels shall be reset after each device is operated to assure the proper confirmation of each device alarm.
- 10.3 Central Station The Central Station addressable receiving panel and Color Graphics shall be tested by the operation of each remote alarm point. The following is required for each received alarm:
 - 10.3.1 Verify at the receiving panel as to the location of device on the alphanumeric display
 - 10.3.2 Verify at the Color Graphics control as to the location, correct type of alarm, proper message, and correctness of printout.
 - 10.3.3 Contractor may also be contracted to modify the nomenclature, add or delete points as required, under separate contract. It is imperative that the contractor has the necessary expertise to make any changes to the receiving panels, CPU, and Color Graphic touch screens. Familiarity with AutoCAD 2006, .DWG file formats, and the Agency's as-built drawings is mandatory.
 - 10.3.4 Verify alarm transmission to the off campus monitoring company.

10.4 MONITORING

CCSU reserves the right to monitor all or any part of the testing, and to stop any test not conforming to this specification or in accordance with CCSU security requirements.

10.5 RESPONSE TIME

- 10.5.1 Emergency: Phone response within one (1) hour of initial call. On site response shall be within two (2) hours of initial call for service by the agency.
- 10.5.2 Invoices for services performed as a result of emergency service calls shall be adjusted accordingly if onsite response takes more than two (2) hours and services starts or continues after 4:30 PM.
- 10.5.3 Correction of Service Problems: All (normal) problems found due to testing and/or called in by the agency shall be corrected within 24 hours. Any problem that will affect the panel from working as designed and programmed will be fixed immediately
- 10.5.4 Problems found due to other than normal usage will be repaired within two (2) days after receipt of an authorization to perform additional work from the agency.

10.6 DOWNTIME

- 10.6.1 The buildings under this contract are utilized to the fullest. Any building being tested shall not be left in an inoperative condition. CCSU shall perform the fire watch of any building left inoperative due to testing. The contractor shall be held responsible for payment to the University for the fire watch if the impairment was due to the direct actions of the testing crews.
- 10.6.2 At no time shall a building being tested or repaired be left unattended. Any time that a building horns and strobes are turned off or a device is disabled for any reason, the contractor shall notify the University Police Department of the impairment, the expected length of the impairment and when the horns/strobes or device is turned back on. The contractor is also responsible to fill out the horn/strobe/device disable sheet in the CCSU Police Dispatch Center.

10.7 KEYS, ACCESS CARDS and ACCESSIBILITY

CCSU shall issue keys and access cards for most areas except the dormitories. Contractor shall not be permitted to duplicate any keys or cards under any circumstance. A lost key will require CCSU to re-key all affected locks at the contractor's expense.

Access to the dormitories will require CCSU personnel to accompany the test technicians. The dormitories also require that the testing of rooms may not be done sequentially, and that rooms may need to be tested individually as available. This does not preclude that a dormitory must be totally tested in an expeditious manner. The contractor shall make any provisions necessary to accommodate these inherent conditions of testing these buildings and include them as part of the contractor's bid.

10.8 SCHEDULING

- 10.8.1 The testing crews arrive on site and start testing at 8am. Testing to end at 3pm and crews should be off site by 3:30pm CCSU reserves the right to alter and change the schedule as needed due to construction, weather, conflicts with class schedules etc.
- 10.8.2 All entry to buildings must be cleared with CCSU Public Safety, the CCSU Fire Lt. or the CCSU Office of Environmental Health and Safety representatives. Due to building utilization, scheduling for the first test is January/February and the second test is July August. Testing must be completed within these time frames; building utilization prohibits testing at any other time. All testing will be scheduled with the University Fire Marshal not less than two weeks prior to the date(s) of testing.
- 10.8.3 Buildings may require early evening or early morning access only. The Agency reserves the right to amend access privileges to any building due to building use. Changes in accessibility shall not result in an extension of the testing period. No additional charges will be considered for off-regular time testing requirements to accommodate these factors.

10.9 MAINTENANCE AND SERVICE

10.9.1 The maintenance shall include any and all maintenance required as a result of the tests, regular or emergency service calls, or manufacturer's recommended preventative measures.

- 10.9.2 The service shall include the repair or replacement of all components in the system, including but not limited to, all devices, controls, CPU's, and displays.
- 10.9.3 For work not covered under normal maintenance and testing, normal hours shall be Monday through Saturday, 8:00 a.m.-4:30 p.m

10.10 SENSITIVITY TEST

All smoke detectors shall be checked for sensitivity once each year.

10.11 TESTING PROCEDURE

Test devices and panels in accordance with manufacturer's procedures.

10.12 <u>DOCUMENTATION OF TESTS</u>

- 10.12.1 All printouts from the central station showing each device shall be submitted on NFPA forms (NFPA 72/99 figure 7-5.2.2). One form is required for each building, signed by the test technician, and an officer of the contractor's corporation. All forms must be complete and accurate and also show any problems found and the corrective action taken. All forms are to be presented at one time after each complete facility test. Three sets of forms are required, one set for the Facility Manager, one set for the CCSU Office of Environmental Health and Safety (Fire) one set for the CCSU Purchasing Department.
- 10.12.2 The contractor shall provide a web based "Preventative Maintenance Management Software" system that will provide a history of inspection information that tracks discrepancies, service work history, and compliance information. Inspection information is stored in a master database eliminating manual process and is accessible remotely by specified users.

All devices shall have an accurate history and tracking of repairs documented and stored on the web data base. Date of test, deficiencies found, date of repairs, disabling/enabling of device and other narrative information must be able to be stored. Users must be able to view reports that easily searchable and identify devices found to be non-compliant. Inspection information is archived for historical purposes and placed on recurring inspection schedule.

At the completion of the contract period, the contractor will surrender all information, on disk, to CCSU in a format deemed usable by the CCSU IT department for placement on the University's web server.

10.12.3 The contractor shall keep, in conjunction with the CCSU Fire Marshal, a daily log sheet of any devices (including but not limited to Batteries, Smoke Detectors, Heat Detectors, CO Detectors, Pull Stations, Duct Smoke Detectors) that may require service. The contractor shall report any device that will require service to the University Fire Lt. prior to leaving campus that day.

10.12.4 Offsite Fire Alarm Programming Storage and Retrieval

The contractor shall provide storage of the fire alarm panel's programming in a secure, regularly managed, continuously backed-up, off-site location. The contractor shall provide written proof of authorized users of the offsite system. Said proof shall be included in the submittal package.

The storage mechanism shall be web-based and available in a secure fashion without need for anything but a compliant Internet browser. The storage mechanism shall store, manage and archive custom fire alarm programming and system files. File access permissions will be at the

discretion of the University. File access will be accessible by the University and vendors' field technicians.

System will:

- Limit access to system files to the University designated manager and chosen authorized users only
- Automatically notify management by e-mail if contractor does not save critical files within a pre-determined time period
- Log and report all user activity including log-on, log-off and file transfers.
- Auto-archive all previous version files for backup and version control.

10.13 ITEMS NOT INCLUDED IN TEST, MAINTENANCE, OR SERVICE

- Wire and conduit Damage or inoperability of the wiring or conduit of this system is not included as part of this contract. The bidder shall be required to offer technical assistance to the facility for wiring or conduit problems.
- 10.13.2 Vandalism, misuse, abuse, unauthorized service, or Acts of God causing damage or inoperation to the system is not included. If requested by CCSU, repairs to these types of damages shall be on a time and materials basis.

10.13 PROGRAMMING

- 10.14.1 Bidder shall be responsible for all system programming, regardless of field equipment vendor.
- Bidder will provide a complete system backup on disk to be stored with the agency after ANY programming change is made. If programming changes require several days, and back up will be made at the end of each day. THESE BACKUPS AND ALL SYSTEM SOFTWARE IS THE SOLE PROPERTY OF THE UNIVERSITY.

11.0 **PARTS**

11.1 Bidder shall provide the following components at the site:

<u>Item</u>	EST
Smoke Detectors	
EST 2251FB	10
SIGA-PS	10
SIGA2-PS	10
SIGA2-PCOS (Smoke/CO Combo)	5
Heat Detectors	
EST 5251FB	5
SIGA-HFS	5
Standard Heat Detector	5

Bases for above Heat & Smoke Detectors

Base for EST 2251FB and 5251FB	5
Sounder Base for the EST 2251FB	5
Base for the SIGA PS and SIGA HFS	5
Sounder Base for the SIGA PS	5
Base for the SIGA2-PS and SIGA2-PCOS	5
Sounder Base for the SIGA2-PS and SIGA2-PCOS	5
Duct Detectors	
SIGA_SD (Super Duct)	3

SIGA-SD (Super Duct)	3
FA-ESD 4WJ Conventional Duct Smoke Detector	3
Analog Pull Station with Addressable Module (of each model used)	5
Signature pull station with Addressable Module (of each model used)	5
Analog Addressable Monitor Modules (of each model used)	5
Signature Addressable Monitor Modules (of each model used)	5
Analog Addressable Control Modules (of each model used)	5
Signature Addressable Control Modules (of each model used)	5
Horn/Strobe Unit (of each model used)	2
Speaker/Strobe Unit (of each model used)	2
Strobe only (of each model used)	2
Panel Power Supply (of each model used)	1
Panel Auxiliary Power Supply (of each model used)	1
Panel Building CPU/Control (of each model used)	1
Panel Voice Control with Microphone (of each model used)	1
Panel Battery* each size	2
Panel, Pull Station, Auxiliary box Keys and locks (ES40)	3
EST ZAS Card	2

- All components shall be on site at start of contract and shall match existing components. NO substitutions shall be allowed. CCSU will furnish an adequate, secure storage space for all parts
- 11.3 These parts shall be on site and turned over to CCSU at the end of the contract period.

12.0 PAYMENTS

- 12.1 Invoices for regular scheduled services (January/February and July/August) shall be submitted semiannually after the scheduled services have been completed and as follows:
 - 12.1.1 Submit only after each test for all buildings has been totally completed, and all problems corrected in full.
 - 12.1.2 Invoices shall include all required test reports, properly executed, for each building. No partial reports or invoices will be processed.

^{*}Due to shelf life, batteries are not required to be stored on site. At the termination of this contract, the batteries will be delivered to CCSU as described above.

- 12.2 Invoices for work not covered under normal maintenance and testing shall be submitted within thirty (30) days of work. Invoices submitted after 30 days may be subject to delayed payments.
- 12.3 No payments will be made until all of the above conditions are complied with in full.

13.0 SECURITY

- 13.1 The contractor shall assure that all doors unlocked by the contractor will be returned to the locked position when leaving the area. Any security alarm that may have been disarmed to enter the area will be rearmed when leaving the area.
- 13.2 Propping open of any building entrance or exit door is absolutely forbidden.
- 13.3 All contractor vehicles shall be registered with the CCSU Public Safety Department, and shall park only in CCSU designated areas.
- 13.4 All employees and agents of the Contractor shall be subject to the jurisdiction of the CCSU Representative while performing services on CCSU property. Each employee must comply with the "Standards of Conduct" applicable to all employees of CCSU. CCSU reserves the right to dismiss any employee of the Contractor who violates these Standards of Conduct or who exhibits other conduct deemed inappropriate by CCSU.

14.0 <u>ACCEPTANCE</u>

CCSU reserves the right to reject any bid which does not include all required documentation, or a bidder who in the opinion of the Agency does not meet the high standards of experience, accessibility to the on going training of the manufacturers, factory authorization of the systems manufacturers, maintenance of factory technical bulletins, or any other requirement of the specification.

15.0 LIABILITY INSURANCE

- 15.1 Bidder shall provide evidence from the bidder's insurer of at least \$1 million of liability insurance with the bid.
- 15.2 Prior to the commencement of work at the University, the Contractor shall submit an insurance certificate to the CCSU Purchasing Department naming CCSU as an additional insured.

16.0 PERFORMANCE BOND

There are no performance, labor or material bond requirements in this RFQ.

17.0 CONTRACTOR'S DEFAULT/TERMINATION OF CONTRACT

17.1 Written Notice: In the event the Contractor fails to perform in accordance with any of the terms, conditions or obligations of this agreement, CCSU shall notify the Contractor, in writing, of the specific nature of the contractor's default. In three (3) calendar days of Contractors receipt of written notice from CCSU, CCSU may, at its discretion, terminate this agreement. CCSU shall provide the contractor with written notice of the termination by certified mail, return receipt requested, and said termination will be effective as of the postmark date of said notice.

CCSU RFP 2013-45

CCSU FIRE AND SECURITY ALARM SYSTEMS

PRICE SCHEDULE

Semi-annual cost for maintenance and testing of the	he CCSU fire and se	curity alarm systems per section 10 of this RFP -
January/February services:	\$	per service
July/August services: \$\text{(Note: July/Aug service e include}\$		
For work not covered under normal maintenance a	and testing provide t	he following rates –
Normal Hourly Rate, Monday through Saturday, 8	8:00 a.m 4:30 p.m.	\$/hour
Overtime Hourly Rate, Monday through Saturday	y, 4:30 p.m 8:00 a.i	n.\$/hour
Sundays & Holidays Hourly Rate \$/hou	ır	
Markup* for Parts% * Markups shall be applied only to documented su invoices at any time for auditing.	upplier invoices. CC	SU reserves the right to request copies of supplier
Company Name		

Authorized Signature _____

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STATEMENT OF BIDDER'S QUALIFICATIONS for RFQ 2013-45

This form will be used in assessing a Bidders Qualification and will be used to determine if bid submitted is from a responsible bidder. State law designates that contracts be awarded to the lowest responsible qualified bidder. Factors such as past performance, integrity of the bidder, conformity to the specifications, etc., will be used in evaluating bids. Attach additional sheet(s) as necessary.

name:		
Business Address:		
How many years has y	your company been in business under its present name?	
How many years has y	your firm been performing the specific type of work involved in this	present contract?
List any relevant Certife requirements of this bio	fications, Licenses, Registrations, etc., which qualify your company d.	to meet the
	your company currently holds (current client list) for similar service to that of CCSU. Include account name, nature of service(s) and	
In the past three years, details on when, where	has your company failed to complete any work awarded to it?e and why.	If yes, provide
	has your company had a contract terminated for failure to perform, the contract? If yes, provide details on when, where and when	

In the past three years, have you, or your company, been cited by the Labor Department of the State of Connecticut, or by any State agency, for any violations of state, or federal, labor laws, regulations, or guidelines, for nonpayment of wages and/or benefits to your employees? If yes, provide details on when, where and why.
Are there any judgments, claims or suits pending, or outstanding, against your company, or its officers? If yes, provide details on when, where and why.
Is your company, or any of its principals, presently debarred, suspended, proposed for debarment, declared ineligible, or involuntarily or voluntarily excluded by any State, or Federal, agency from participation in bidding on construction projects? If yes, please attach a letter of explanation.
15. ACKNOWLEDGMENT: I (We), the undersigned, hereby certify that the above information is true and accurate and that the Agency will rely on said information as a basis for determining the bidder's qualifications for the Project being bid. The undersigned further understands that any material misrepresentation, or inaccuracy, stated above will result in bidder's disqualification, or if applicable, will constitute grounds for the termination of the contract for construction, should one have been issued to the bidder.
Name of Company
Signature
Print Name:
Title:

REFERENCES

Proposals should include five institutions, of similar or the same size, where your organization has provided EST or other fire/security system maintenance services similar to those being requested at CCSU. Please include name, title, telephone number and e-mail address of a contact person at each institution. **References may be checked electronically; the requirement for e-mail addresses is a mandatory requirement.**

References:	Institution	Contact	Telephone No.
Reference #1			
E-mail: _			
Reference #2			
E-mail: _			
Reference #3			
E-mail: _			
Reference #4			
E-mail: _			
Reference #5			
E-mail:			

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COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES CONTRACT COMPLIANCE REGULATIONS NOTIFICATION TO BIDDERS (rev 09/17/07)

The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes; and, when the awarding agency is the State, Sections 46a-71(d) and 46a-81i(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by Sections 4a-60 and 46a-71(d) of the Connecticut General Statutes.

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to "aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials." "Minority business enterprise" is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: "(1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n." "Minority" groups are defined in Section 32-9n of the Connecticut General Statutes as "(1) Black Americans . . . (2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4)Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . ." An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder's qualifications under the contract compliance requirements:

- (a) the bidder's success in implementing an affirmative action plan;
- (b) the bidder's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
- (c) the bidder's promise to develop and implement a successful affirmative action plan;
- (d) the bidder's submission of employment statistics contained in the "Employment Information Form", indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
- (e) the bidder's promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

INSTRUCTIONS AND OTHER INFORMATION

The following two (2) sided <u>BIDDER CONTRACT COMPLIANCE MONITORING REPORT</u> must be completed in full, signed, and submitted with the bid for this contract. The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidders compliance to Sections 4a-60 and 4a-60a CONN. GEN. STAT., and Sections 46a-68j-23 of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidders good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

1) Definition of Small Contractor

Section 4a-60g CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding ten million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a nonprofit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision 4a-60g CONN. GEN. STAT.

2) Description of Job Categories (as used in Part IV Bidder Employment Information) (Page 2)

MANAGEMENT: Managers plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers.

BUSINESS AND FINANCIAL OPERATIONS: These occupations include managers and professionals who work with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, credit, and financial analysts.

MARKETING AND SALES: Occupations related to the act or process of buying and selling products and/or services such as sales engineer, retail sales workers, and sales representatives including wholesale.

LEGAL OCCUPATIONS: In-House Counsel who is charged with providing legal advice and services in regards to legal issues that may arise during the course of standard business practices. This category also includes assistive legal occupations such as paralegal, legal assistants.

COMPUTER SPECIALISTS: Professionals responsible for the computer operations within a company are grouped in this category. Examples of job titles in this category include computer programmers, software engineers, database administrators, computer scientists, systems analysts, and computer support specialists.

ARCHITECTURE AND ENGINEERING: Occupations related to architecture, surveying, engineering, and drafting are included in this category. Some of the job titles in this category include electrical and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.

OFFICE AND ADMINISTRATIVE SUPPORT: All clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving of written communications and records; collecting accounts; gathering and distributing information; operating office machines and electronic data processing equipment; and distributing mail. Job titles listed in this category include telephone operators, bill and account collectors, customer service representatives, dispatchers, secretaries and administrative assistants, computer operators and clerks (such as payroll, shipping, stock, mail and file).

BUILDING AND GROUNDS CLEANING AND MAINTENANCE: This category includes occupations involving landscaping, housekeeping, and janitorial services. Job titles found in this category include supervisors of landscaping or housekeeping, janitors, maids, grounds maintenance workers, and pest control workers.

CONSTRUCTION AND EXTRACTION: This category includes construction trades and related occupations. Job titles found in this category include boilermakers, masons (all types), carpenters, construction laborers, electricians, plumbers (and related trades), roofers, sheet metal workers, elevator installers, hazardous materials removal workers, paperhangers, and painters. Paving, surfacing, and tamping equipment operators; drywall and ceiling tile installers; and carpet, floor and tile installers and finishers are also included in this category. First line supervisors, foremen, and helpers in these trades are also grouped in this category.

INSTALLATION, MAINTENANCE AND REPAIR: Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, ac, and refrigeration mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment; millwrights; riggers; and manufactured building and mobile home installers. First line supervisors, foremen, and helpers for these jobs are also included in the category.

MATERIAL MOVING WORKERS: The job titles included in this group are Crane and tower operators; dredge, excavating, and lading machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers and freight, stock, and material movers, hand; machine feeders and offbearers; packers and packagers, hand; pumping station operators; refuse and recyclable material collectors; and miscellaneous material moving workers.

PRODUCTION WORKERS: The job titles included in this category are chemical production machine setters, operators and tenders; crushing/grinding workers; cutting workers; inspectors, testers sorters, samplers, weighers; precious stone/metal workers; painting workers; cementing/gluing machine operators and tenders; etchers/engravers; molders, shapers and casters except for metal and plastic, and production workers.

3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information)

White (not of Hispanic Origin)- All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East. Black(not of Hispanic Origin)- All persons having origins in any of the Black racial groups of Africa.

<u>Hispanic</u>-All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race.

<u>Asian or Pacific Islander</u>- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa. <u>American Indian or Alaskan Native</u>- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

BIDDER CONTRACT COMPLIANCE MONITORING REPORT (Page 3)

PART I - Bidder Information

Company Name Street Address City & State Chief Executive	Bidder Federal Employer Identification Number Or Social Security Number
Major Business Activity (brief description)	Bidder Identification (response optional/definitions on page 1)
	-Bidder is a small contractor. Yes NoBidder is a minority business enterprise Yes No (If yes, check ownership category) Black Hispanic Asian American American Indian/Alaskan Native Iberian Peninsula Individual(s) with a Physical Disability Female
Bidder Parent Company (If any)	-Bidder is certified as above by State of CT Yes No
Other Locations in Ct. (If any)	- DAS Certification Number

PART II - Bidder Nondiscrimination Policies and Procedures

Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes No	7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a Conn. Gen. Stat.? Yes No
2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes No	8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes No
3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? Yes No	9. Does your company have a mandatory retirement age for all employees? Yes No
4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes No	10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? Yes No NA
5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes No	11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the Ct. Dept. of Labor? Yes_No_NA_
6. Does your company have a collective bargaining agreement with workers? Yes No 6a. If yes, do the collective bargaining agreements contain non-discrimination always covaring all workers? Yes No	12. Does your company have a written affirmative action Plan? Yes No If no, please explain.
clauses covering all workers? Yes No 6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct? Yes No	13. Is there a person in your company who is responsible for equal employment opportunity? Yes No If yes, give name and phone number.

Part III - Bidder Subcontracting Practices

- 1. Will the work of this contract include subcontractors or suppliers? Yes__ No__ 1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary)
- 1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above? Yes__ No__

PLEASE COMPLETE REVERSE SIDE

GORY *	OVERALL WHITE (not of Hispanic origin)		(not of	BLACK (not of Hispanic origin) HISPANIC		ASIAN or PACIFIC ISLANDER		AMERICAN INDIAN or ALASKAN NATIVE			
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Management											
Business & Financial Ops											
Marketing & Sales											
Legal Occupations											
Computer Specialists											
Architecture/Engineering											
Office & Admin Support											
Bldg/ Grounds Cleaning/Maintenance											
Construction & Extraction											
Installation , Maintenance & Repair											
Material Moving Workers											
Production Occupations											
TOTALS ABOVE											1
Total One Year Ago											
	FORMAL ON THE	JOBTRAINEES	JUR	ES FOR THE	SAME CATEGO	ORIES AS ARE	SHOWN ABOVE)		•	•	•
Apprentices											

^{*} NOTE: Job categories can be changed or added to (ex. Sales can be added or replace a category not used in your company) PART V - Bidder Hiring and Recruitment Practices

			•		bidder Tilling and Itee	Addition Fractions		
Which of the following recruitment sources are used by you? (Check yes or no, and report percent used) SOURCE YES NO % of applicants			Check (X) any of the below listed requirements that you use as a hiring qualification (X)		3. Describe below any other practices or actions that you take which show that you hire, train, show that you hire, train and promote employees without discrimination	 		
BOOKEL	TES	110	provided by source	:				
State Employment Service					Work Experience			
Private Employment Agencies					Ability to Speak or Write English			
Schools and Colleges					Written Tests			
Newspaper Advertisement					High School Diploma			
Walk Ins					College Degree			
Present Employees					Union Membership			
Labor Organizations					Personal Recommendation			
Minority/Community Organizations					Height or Weight			
Others (please identify)					Car Ownership			
					Arrest Record			
					Wage Garnishments			
Certification (Read this form and ch	eck vour state	ments c	on it CAREFIII I	V hef	ore signing) I certify that the s	statements made by me on this RIDDER CONTRACT COMPL	IANCE	7

Certification (Read this form and check your statements on it CAREFULLY before signing). I certify that the statements made by me on this BIDDER CONTRACT COMPLIANCE MONITORING REPORT are complete and true to the best of my knowledge and belief, and are made in good faith. I understand that if I knowingly make any misstatements of facts, I am subject to be declared in non-compliance with Section 4a-60, 4a-60a, and related sections of the CONN. GEN. STAT.

(Signature)	(Title)	(Date Signed)	(Telephone)



Documentation in the form of an <u>affidavit signed under penalty of false statement by a chief executive officer, president, chairperson, member, or other corporate officer duly authorized to adopt corporate, company, or partnership policy that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended</u>

INSTRUCTIONS:

For use by an <u>entity</u> (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at <u>\$50,000 or more</u> for any year of the contract. Complete all sections of the form. Sign form in the presence of a Commissioner of Superior Court or Notary Public. Submit to the awarding State agency prior to contract execution.

AFFIDAVIT:

I, the undersigned, am over the age of eighte	een (18) and un	iderstand and a	appreciate the c	bligations of		
an oath. I am	of			_ , an entity		
an oath. I am Signatory's Title		Name of Ent	ity			
duly formed and existing under the laws of $_$				<u>.</u> .		
	Name of S	State or Commo	onwealth			
I certify that I am authorized to execute and	deliver this affic	davit on behalf	of			
and	d that					
Name of Entity		hat Name of Entity				
has a policy in place that complies with the n	ondiscriminatio	n agreements a	and warranties	of Connecticut		
General Statutes §§ 4a-60(a)(1)and 4a-60a((a)(1), as amend	ded.				
Authorized Signatory						
Printed Name						
Sworn and subscribed to before me on tl	his da	y of	, 20			
Commissioner of the Superior Court/ Notary Public		ommission Ex	piration Date			

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STATE OF CONNECTICUT GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Written or electronic certification to accompany a State contract with a value of \$50,000 or more in a calendar or fiscal year, pursuant to C.G.S. §§ 4-250 and 4-252(c); Governor M. Jodi Rell's Executive Orders No. 1, Para. 8, and No. 7C, Para. 10; and C.G.S. §9-612(g)(2)

INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any lawful campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of initial contract execution and if there is a change in the information contained in the most recently filed certification, such person shall submit an updated certification either (i) not later than thirty (30) days after the effective date of such change or (ii) upon the submittal of any new bid or proposal for a contract, whichever is earlier. Such person shall also submit an accurate, updated certification not later than fourteen days after the twelve-month anniversary of the most recently filed certification or updated certification.

CHECK ONE:	☐ Initial Certification	☐ 12 Month Anniversary Update (Multi-year contracts only.)
	<u> </u>	n because of change of information contained in the most ertification or twelve-month anniversary update.

GIFT CERTIFICATION:

As used in this certification, the following terms have the meaning set forth below:

- 1) "Contract" means that contract between the State of Connecticut (and/or one or more of it agencies or instrumentalities) and the Contractor, attached hereto, or as otherwise described by the awarding State agency below;
- 2) If this is an Initial Certification, "Execution Date" means the date the Contract is fully executed by, and becomes effective between, the parties; if this is a twelve-month anniversary update, "Execution Date" means the date this certification is signed by the Contractor;
- 3) "Contractor" means the person, firm or corporation named as the contactor below;
- 4) "Applicable Public Official or State Employee" means any public official or state employee described in C.G.S. §4-252(c)(1)(i) or (ii);
- 5) "Gift" has the same meaning given that term in C.G.S. § 4-250(1);
- 6) "Principals or Key Personnel" means and refers to those principals and key personnel of the Contractor, and its or their agents, as described in C.G.S. §§ 4-250(5) and 4-252(c)(1)(B) and (C).

I, the undersigned, am a Principal or Key Personnel of the person, firm or corporation authorized to execute this certification on behalf of the Contractor. I hereby certify that, no gifts were made by (A) such person, firm, corporation, (B) any principals and key personnel of the person firm or corporation who participate substantially in preparing bids, proposals or negotiating state contracts or (C) any agent of such, firm, corporation, or principals or key personnel who participates substantially in preparing bids, proposals or negotiating state contracts, to (i) any public official or state employee of the state agency or quasi-public agency soliciting bids or proposals for state contracts who participates substantially in the preparation of bid solicitations or request for proposals for state contracts or the negotiation or award of state contracts or (ii) any public official or state employee of any other state agency, who has supervisory or appointing authority over such state agency or quasi-public agency.

I further certify that no Principals or Key Personnel know of any action by the Contractor to circumvent (or which would result in the circumvention of) the above certification regarding **Gifts** by providing for any other Principals, Key Personnel, officials, or employees of the Contractor, or its or their agents, to make a **Gift** to any Applicable Public Official or State Employee. I further certify that the Contractor made the bid or proposal for the Contract without fraud or collusion with any person.

OPM Ethics Form 1 Rev. 11-29-11 Page 1 of 2

CAMPAIGN CONTRIBUTION CERTIFICATION:

I further certify that, on or after December 31, 2006, neither the Contractor nor any of its principals, as defined in C.G.S. § 9-612(g)(1), has made any **campaign contributions** to, or solicited any contributions on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support, any candidate for <u>statewide public office</u>, in violation of C.G.S. § 9-612(g)(2)(A). I further certify that **all lawful campaign contributions** that have been made on or after December 31, 2006 by the Contractor or any of its principals, as defined in C.G.S. § 9-612(g)(1), to, or solicited on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support any candidates for <u>statewide public office</u> or the General Assembly, are listed below:

Lawful Campaign Co	ontributions to Candidate	s for Statewide Public Of	rice:	
Contribution Date	Name of Contributor	<u>Recipient</u>	<u>Value</u>	<u>Description</u>
Lawful Campaign Co	entributions to Candidate	s for the General Assemb	ly:	
Contribution Date	Name of Contributor	Recipient	<u>Value</u>	Description
Sworn as true to the b	est of my knowledge and b	elief, subject to the penaltie	s of false statemen	it.
Printed Contractor N	lame	Printed Name of Authori	zed Official	
Signature of Authori	ized Official			
Subscribed and ackr	nowledged before me thi	sday of	, 2	0 <u>.</u>
Commission	er of the Superior Court ((or Notary Public)		

OPM Ethics Form 5 Rev 10-01-11



STATE OF CONNECTICUT CONSULTING AGREEMENT AFFIDAVIT

Affidavit to accompany a bid or proposal for the purchase of goods and services with a value of \$50,000 or more in a calendar or fiscal year, pursuant to Connecticut General Statutes §§ 4a-81(a) and 4a-81(b). For sole source or no bid contracts the form is submitted at time of contract execution.

INSTRUCTIONS:

or Notary Public

If the bidder or vendor has entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1): Complete all sections of the form. If the bidder or contractor has entered into more than one such consulting agreement, use a separate form for each agreement. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public. If the bidder or contractor has not entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1): Complete only the shaded section of the form. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public.

Submit completed form to the awarding State agency with bid or proposal. For a sole source award, submit completed form to the awarding State agency at the time of contract execution.

This affidavit must be amended if there is any change in the information contained in the most recently filed affidavit not later than (i) thirty days after the effective date of any such change or (ii) upon the submittal of any new bid or proposal, whichever is earlier.

AFFIDAVIT:	[Number of Affidavits S	worn and Subscribed	On This Day:]		
as described in authorized to	Connecticut General Sta	atutes § 4a-81(b), or I further swear tha	r that I am the individuat I have not entered	er or contractor awarded a contract ial awarded such a contract who i into any consulting agreement i	S
Consultant's Na	ame and Title	Na	me of Firm (if applicable)	
Start Date	End Da	te	Cost		
Description of S	Services Provided:				
If YES:	nt a former State employe	ee or former public of	ficial? YES 	□ NO of Employment	
Sworn as true	to the best of my knowled	lge and belief, subjec	t to the penalties of false	e statement.	
Printed Name o	of Bidder or Contractor	Signature of Princ	cipal or Key Personnel	Date	
	Sworn and subscribed	Printed Name (of ab	day of	warding State Agency , 20	
	Commissioner of the S	uporior Court			

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Connecticut State University System



Central Connecticut State University
Eastern Connecticut State University
Southern Connecticut State University
Western Connecticut State University
System Office

STANDARD TERMS AND CONDITIONS

I. DEFINITIONS

The following words, when used herein, shall have the following meanings:

- 1. "Contract" shall mean any agreement negotiated by and between CSU and the contractor selected by CSU as the result of a request for proposal, request for quotation, or request for bid, including, but not limited to, a personal service agreement or purchase order.
- 2. "CSU" shall refer to the Connecticut State University System, which is comprised of Central Connecticut State University, Eastern Connecticut State University, Southern Connecticut State University and the System Office, collectively and individually, as the context requires
- 3. "Person" shall mean an individual, partnership, corporation or other business entity, as the context requires.
- 4. "Proposal" shall mean a response to a request for proposal, request for bid, or request for quotation.
- 5. "Proposer" shall mean a contractor that submits a response to a request for proposal, request for bid, or request for quotation.
- 6. "RFP" shall mean a request or invitation for proposal, bid, or quotation, as applicable.

II. TERMS AND CONDITIONS RELATED TO REQUESTS FOR PROPOSALS

. General Conditions

- 1. CSU reserves the right to amend or cancel an RFP prior to the date and time for the opening of proposals. CSU, in its sole discretion, reserves the right to accept or reject any and all proposals, in whole or in part, and to waive any technicality in any proposal submitted, and to accept any part of a proposal deemed to be in the best interest of CSU.
- Proposals received from proposers debarred by the State of Connecticut will not be considered for award.
- CSU does not commit to specific volumes of activity, nor does it guarantee the accuracy of statistical information provided in the RFP. Such information is supplied to proposers for reference only.
- 4. All responses to the RFP shall be and remain the sole property of CSU.
- 5. Each proposer shall bear all costs associated with proposer's response to an RFP, including, but not limited to, the costs of any presentation and/or demonstration required by CSU. In addition, answers or clarifications sought by CSU arising out of or in connection with the proposal shall be furnished by the proposer's expense.
- 6. CSU reserves the right to negotiate, as it may deem necessary, with any or all of the proposers that submit proposals.
- 7. Any alleged oral agreement or arrangement made by any proposer with CSU or any employee thereof shall not be binding.

B. Submission of Proposals

- 1. Proposals must be submitted on forms supplied by CSU. Telephone, facsimile, or email proposals will not be accepted in response to an RFP.
- 2. The time and date proposals are to be received and opened are stated in each RFP issued by CSU. Proposals received in the applicable CSU purchasing department after the date and time specified in the RFP will be returned to the proposer unopened. Proposal amendments received by CSU after the time specified for opening of proposals shall not be considered.
- 3. All proposals must be addressed to the location designated in the RFP. Proposal envelopes must clearly state the proposal number as well as the date and time of the opening of the proposals, as stated in the RFP. The name and address of the proposer must appear in the upper left hand corner of the envelope.
- 4. Proposals must be computer prepared, typewritten or handwritten in ink. Proposals submitted in pencil will be rejected.
- 5. Proposers must answer all the questions set forth in the RFP using the outline and numbering scheme set forth therein. Proposers must furnish all information requested in the RFP and supply all materials required for consideration. Failure of the proposer to answer all questions and supply all information and materials requested may be grounds for rejection of the proposal.
- 6. All proposals must be signed by a person duly authorized to sign proposals on behalf of the proposer. All signatures on the proposal must be original. Proposals bearing stamp signatures will be rejected. Unsigned proposals will be rejected.
- 7. Alterations or corrections to the proposal must be initialed by the person signing the proposal or his or her authorized designee. All initials on alterations or corrections to the proposal must be original. In the event that an authorized designee initials an alteration or correction, the proposer must submit a written authorization from the proposal's signatory to the authorized designee, authorizing the designee to make the alteration or correction. Failure to submit such an authorization shall result in rejection of proposal as to those items altered or corrected and not initialed.
- 8. Conditional proposals are subject to rejection in whole or in part, in the sole discretion of CSU. A conditional proposal is defined as one that limits, modifies, expands or supplements any of the terms and conditions and/or specifications of the RFP.
- 9. Alternate proposals will not be considered by CSU, unless otherwise noted on the RFP or on the proposal form. An alternate proposal is defined as one that is submitted in addition to the proposer's primary response to the RFP.
- 10. CSU does not sponsor any one manufacturer's products, but lists equipment by name and model number to designate the quality and performance level desired. Proposers may propose substitutes similar in nature to the equipment specified. The substitute must, in the sole determination of CSU, be equal in quality, durability, appearance, strength and design to the equipment or product specified in the RFP, or offer a clear advantage to CSU because of improved or superior performance. All proposals including equipment or product substitutes must be accompanied with current descriptive literature on, and data substantiating, the equal or superior nature of the substitute. All final decisions concerning substitutes will be made by CSU prior to any award. The word substitute shall not be construed to permit substantial departure from the detailed requirements of the specifications.
- 11. Each proposer's prices must be firm for a period up to 120 days from date of the opening of proposals. Prices must be extended in decimal, not fraction, must be net, and must include transportation and delivery charges, fully prepaid by the contractor, to the destination specified in the proposal, and subject only to cash discount.

- 12. Pursuant to Section 12-412 of the Connecticut General Statutes, the State of Connecticut is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Accordingly, such taxes must not be included in proposal prices.
- 13. If there is a discrepancy between a unit price and an extended price, the unit price will govern.
- By submitting a proposal, the proposer asserts that the offer and information contained therein is in all respects fair and without collusion or fraud and was not made in connection with any competing proposer's submission of a separate response to the RFP. By submitting a proposal, the proposer further asserts that it neither participated in the formation of CSU's solicitation development process nor had any knowledge of the specific contents of the RFP prior to its issuance, and that no employee of CSU participated directly or indirectly in the preparation of the proposer's proposal.
- 15. It is the proposer's responsibility to check the website of the State of Connecticut Department of Administrative Services (www.das.state.ct.us/Purchase/Portal/Portal_Home.asp) for changes prior to the proposal opening. It is the responsibility of the proposer to obtain all information related to proposal submission including, without limitation, any and all addenda or supplements required.
- 16. Any person contemplating submitting a proposal who is in doubt as to the true meaning of, or is in need of clarification of, any part of the RFP or the specifications set forth therein, must submit a written request for clarification to CSU. The proposer may rely only upon a response to a request for clarification set forth in writing by CSU.
- 17. Proposals for the provision of services must include the cost of obtaining all permits, licenses, and notices required by the city or town in which the services is to be provided, and the State and Federal governments..
- 18. Each proposer must complete and submit with its proposal the following non-discrimination and affirmative action forms: the Notification to Proposers, Contract Compliance, and EEO-1. It shall not be sufficient to declare or state that such forms are on file with the State of Connecticut. Failure to include the required forms shall result in rejection of the proposal.

C. Samples

- 1. Samples, when required by the RFP, must be submitted strictly in accordance with the requirements of the RFP.
- 2. Any and all required samples shall be furnished by the proposer at no cost to CSU. All samples, unless otherwise indicated, will become the property of CSU and will not be returned to the proposer unless the proposer states in the proposal that the sample's return is requested. A sample will be returned on the request of the proposer if the sample has not been rendered useless or beyond its useful life. The proposer must pay the costs associated with the return of any sample. Samples may be held by CSU for comparison with actual product deliveries.
- The making of chemical and physical tests of samples submitted with proposals shall be made in the manner prescribed by CSU.

D. Bonding Requirements / Guaranty or Surety Not applicable for this RFQ.

III. CONTRACT AWARD

- 1. All proposals properly submitted will be opened and read publicly. Upon award, the proposals are subject to public inspection. CSU will not prepare abstracts of proposals received for distribution, nor will information concerning the proposals received be conveyed by telephone.
- 2. Award will be made to the lowest responsible qualified proposer who complies with the proposal requirements. Price alone need not be the sole determining factor for an award. Other criteria, listed in the RFP, may be considered by CSU in the award determination.
- 3. CSU reserves the right to grant an award and/or awards by item, or part thereof, groups of items, or all items of the proposal and to waive minor irregularities and omissions if, in CSU's judgment, the best interests of CSU or the State of Connecticut will be served.
- 4. CSU reserves the right to correct inaccurate awards resulting from its administrative errors.
- 5. The Award Notice and Offer (to enter into a formal contract) shall be sent to the awarded proposer by first class certified mail, return receipt requested, to the address provided in the awarded proposal, or by overnight courier. The Notice and Offer shall constitute an offer by CSU to enter into negotiations to come to a formal contract agreement. If the proposer, within ten (10) business days of receipt of said Notice and Offer, declines to begin contract negotiations, then the offer to negotiate a contract may be withdrawn and an offer to negotiate a contract extended to the next lowest responsible qualified proposer, and so on until a contract is negotiated and executed.
- 6. Each proposal submitted shall constitute an offer by the proposer to furnish any or all of the commodities or services described therein at the prices given and in accordance with conditions set forth in the proposal, the RFP, and these "Standard Terms and Conditions." Acceptance and resulting contract formation shall be in a formal written document authorized by CSU's Purchasing Department and where applicable, approved by the Attorney General, and shall comprise the entire agreement between the proposer and CSU.

IV. TERMS AND CONDITIONS RELATED TO CONTRACT WITH SUCCESSFUL PROPOSER

By submitting a response to the RFP, the proposer agrees that any contract negotiated between it (if the successful proposer), as contractor, and CSU may contain the following provisions, as deemed applicable by CSU:

A. General Conditions

- 1. Any product developed and accepted by CSU under a contract awarded as a result of an RFP shall be sole property of CSU, unless stated otherwise in the contract.
- 2. Data collected or obtained by the contractor in connection with the performance of the contract shall not be shared with any third party without the express written approval of CSU.
- 3. The contractor shall defend, indemnify and hold harmless CSU, its officers and employees, against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, monetary loss, interest, attorney's fees, costs and expenses of whatsoever kind or nature arising out of the performance of the agreement, including those arising out of injury to or death of contractor's employees or subcontractors, whether arising before, during or after completion of the services thereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault or negligence of contractor or its employees, agents or subcontractors. Without limiting the foregoing, the contractor shall defend, indemnify and hold CSU and the State of Connecticut harmless from liability of any kind for the use of any copyright or un-copyrighted composition, secret process, patented or unpatented invention furnished or used in the performance of the contract. This indemnification shall be in addition to the warranty obligations of the contractor and shall survive the termination or cancellation of the contract or any part thereof.
- 4. The contactor shall: (i) guarantee its products against defective materials and workmanship; (ii) repair damage of any kind, for which it is responsible, to CSU's premises or equipment, to its own work or to the work of other contractors; (iii) obtain and pay for all applicable licenses, permits, and notices; (iv) give all notices and comply with all requirements of the municipality in which the service is to be provided and of the State and federal governments; and (v) carry proper and sufficient insurance to protect the State from loss.
- 5. The contract shall be interpreted and governed by the laws of the State of Connecticut, without regard to its principles of conflicts of laws.
- 6. The contractor agrees that it shall be subject to and abide by all applicable federal and state laws and regulations.
- 7. The contractor agrees that it shall comply with Section 4a-60 of the Connecticut General Statutes and with Executive Orders Nos. 3, 16, 17 and 7C.
- 8. The contractor agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut, the Connecticut State University or the Board Of Trustees arising from a contract with CSU, shall be in accordance with the provisions of Chapter 53 of the Connecticut General Statutes (Claims Against the State) and that no additional legal proceedings will be initiated in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.

- 9. The contractor agrees that CSU shall have and retain sole and exclusive right and title in and to the forms, maps, and/or materials produced for CSU pursuant to the contract, including all rights to use, distribute, sell, reprint, or otherwise dispose of same. The contractor further agrees that it shall not copyright, register, distribute, or claim any rights in or to said maps and/or materials or the work produced under the contract.
- 10. The contractor or subcontractor, as applicable, shall offer and agree to assign to CSU all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act, 15 U.S.C. 15, or under Chapter 624 of the general statutes, arising from the purchase of services, property or intangibles of any kind pursuant to a public purchase contract or subcontract; such assignment shall be made and become effective at the time the contract is executed by the parties, without further acknowledgment by them.
- 11. The contractor shall not assign or otherwise dispose of the contract or its right, title or interest therein, or its power to execute such contract, to any other person without the prior written consent of CSU.
- 12. CSU reserves the right to inspect commodities for conformance with proposal specifications. When commodities are rejected by CSU, said commodities shall be removed by the contractor, at the contractor's expense, from the CSU premises within forty-eight (48) hours after notification of such rejection, unless public health and safety require immediate destruction or other disposal of such rejected delivery. Rejected items left longer than forty-eight (48) hours shall be considered abandoned by the contractor and CSU shall have the right to dispose of them as its own property.
- 13. If any provision, term or condition of the contract is prohibited, invalid, or unenforceable then that provision, term or condition shall be ineffective to the extent of the prohibition, invalidity, or prohibition without invalidating the remaining provisions, terms and conditions unless it materially alters the nature or intent thereof.
- 14. Should the terms of any purchase order or invoice issued in connection with the contract conflict with the terms of the contract, the terms of the contract shall prevail.
- 15. Failure of the contractor to deliver commodities or perform services as specified in the contract will constitute authority for CSU to purchase these commodities or services on the open market. The contractor shall promptly reimburse CSU for excess costs incurred by CSU due to these purchases, and these purchases shall be deducted by CSU from the quantities contracted for.
- 16. No right or duty, in whole or in part, of the contractor under the contract may be assigned or delegated without the prior written consent of CSU. The subcontracting or assignment of any of contractor's obligations under the contract to a subcontractor shall require the prior written approval of CSU.
- 17. Upon termination of the contract by CSU, the contractor shall both immediately discontinue all services (unless the notice directs otherwise) and deliver to CSU all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the contractor in performing its duties under the contract, whether completed or in progress. All such documents, information, and materials shall become the property of CSU.
- 18. The State of Connecticut shall assume no liability for payment for services under the terms of the contract until the contractor is notified that the contract has been accepted by CSU and, if applicable, approved by the Office of Policy and Management ("OPM") or the Department of Administrative Services ("DAS") and by the Attorney General of the State of Connecticut.

B. Insurance

- 1. Before commencing to perform services pursuant to the contract, the contractor shall obtain, at its own cost and for the duration of the contract, the following insurance:
 - (a) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit.
 - (b) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the contractor does not own an automobile, but one is used in the execution of the contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of the contract then automobile coverage is not required.
 - (c) Professional Liability: \$1,000,000 limit of liability.
 - (d) Workers' Compensation and Employers Liability: Statutory coverage in compliance with the laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease Policy limit, \$100,000 each employee. An Excess Liability/Umbrella Policy may be used to meet the minimum limit guidelines.
- 2. The contractor shall provide copies of its Certificates of Insurance to CSU, if requested to do so. The Certificates shall include the following:

 (a) The certificate shall clearly identify the State of Connecticut, its officers, officials, employees, agents, boards and commissions as Additional Insured. The coverage shall contain no special limitations on the scope of protection afforded to the State.
 - (b) The certificate shall clearly indicate the project name and project number or some easily identifiable reference to the relationship to the State. The Certificates shall be signed by a person authorized by that insurer to execute contracts on its behalf. The certificate Accord Form 25 Certificate shall indicate a minimum thirty (30) day endeavor to notify requirement in the event of cancellation or non-renewal of coverage.
- 4. The contractor shall assume responsibility for payment of any and all deductibles applicable to the insurance policies described in Section IV.B.1 above.
- 5. The contractor's insurer shall have no right of recovery or subrogation against the State and the described insurance shall be primary coverage.
- 6. Each required policy of insurance shall provide that it shall not be suspended, voided, cancelled or reduced except after thirty (30) days' prior written notice sent by certified mail to CSU.
- 7. "Claims Made" coverage shall be unacceptable, with the exception of Professional Liability.

C. Bonds

3.

Not applicable for this RFQ.

D. Delivery

- Unless otherwise specified in the proposal, all products and equipment delivered pursuant to the contract shall be new and shall include any and all manufacturer's warranties.
- 2. Delivery shall be to the point specified in the contract.
- 3. All deliveries shall display, in plain sight, any related Purchase Order or Reference/Delivery Number. Failure to display said number may cause the shipment to be rejected and returned at the contractor's expense.
- 4. All deliveries shall be in compliance with Sections 22a-194 to 22a-194g of the Connecticut General Statutes related to product packaging.
- 5. Deliveries shall be subject to reweighing on official sealed scales designated by the State and payment shall be made on the basis of net weight of materials received.
- 6. Payment terms are net forty-five (45) days after receipt of goods or invoice, whichever is later. State of Connecticut certified small or minority contractors are payable under terms net thirty (30) days.
- 7. Monies owed to CSU or the Department of Revenue Services (DRS) by the contractor shall be deducted from current obligations.

E. Inspection and Tests

1. The inspection of all commodities and the making of chemical and physical tests of samples of deliveries to determine whether or not the contract specifications are being complied with shall be made in the manner prescribed by CSU.

- 2. Any item that fails in any way to meet the terms or specifications set forth in the contract is subject to be paid for at an adjusted price or rejected, in the discretion of CSU.
- 3. After delivery and installation of any equipment provided pursuant to the contract, the contractor shall certify to CSU that the equipment has been properly installed and is ready for use. Thereafter, for a test period of sixty (60) days, CSU shall operate the system in accordance with its normal operating practices. The acceptance test shall determine if the equipment's operating characteristics meet the performance standards set forth in the contract.

F. Advertising

Reference by the contractor to sales to CSU for advertising and promotional purposes without the prior approval of CSU shall be expressly prohibited.

Central Connecticut State University is an equal opportunity employer.

STATE OF CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION 20 Trinity Street Hartford, Connecticut 06106 – 1628

SEEC FORM 11

NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

Campaign Contribution and Solicitation Ban

No state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee;

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

Duty to Inform

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

Penalties for Violations

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

<u>Civil penalties</u>--\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals.

<u>Criminal penalties</u> – Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or \$5000 in fines, or both.

Contract Consequences

Contributions made or solicited in violation of the above prohibitions may result, in the case of a state contractor, in the contract being voided. Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State will not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "State Contractor Contribution Ban."

Definitions:

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan or a loan to an individual for other than commercial purposes.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.



Central Connecticut State University

Start with a Dream. Finish with a Future.

Purchasing Department

To all interested parties

November 5, 2009

In an effort to provide the safest possible environment for our students, faculty and staff while recognizing that many of the services required to operate the university are provided by employees of private companies and as such are not directly subject to the Connecticut State University System Pre-Employment Background Verification Policy (dated March 4, 2005), CCSU is incorporating the following language into all its ongoing service contracts -

"The Contractor shall be responsible for conducting background checks, including social security number verification; federal criminal check; criminal arrests, convictions, and warrants; Sex Offender Registry status; and a motor vehicle check on all individuals it plans to assign to work on CCSU's campus. The Contractor shall screen individuals based on the results of their background checks prior to assigning them to work on CCSU's campus. For those individuals whom the Contractor has assigned to work on CCSU's campus, the Contractor shall provide a designated CCSU administrator with access to their background checks a minimum of two weeks prior to the beginning of their work assignments at CCSU. CCSU shall have the right to refuse the assignment to CCSU of individuals who have been convicted of violent crimes, crimes against property including vandalism and theft, or who are listed in the Sex Offender Registry."

SSC Inc of Shelton CT holds the CSUS contract for employment screening services. To maintain quality and consistency it is strongly suggested that contractors use SSC for their background checks. The contact person at SSC is Maribeth DiIullio. Maribeth can be reached at 203-925-6192. At SSC's discretion background checks may be conducted for states other than Connecticut if the individual's residence history warrants.

All background checks shall be maintained by the contractor as part of the employee's records and shall be made available to CCSU immediately upon request.

Note that this shall apply to all new hires from October 1, 2009 forward but may be required for any contractor employee at the request of CCSU.

Sincerely

Thomas J. Brodeur, C.P.M. Director of Purchasing Phone: (860) 832-2531

xc: Bachoo, Magnan, Cintorino, Scarlett, Karas

Environmental Health and Safety Procedures and Requirements

The Central Connecticut State University Office of Environmental Health and Safety (EH&S) remains committed to providing a safe work place environment for its students, faculty, staff and contractors. The following procedures have been put into place for all contractors to follow with all work both routine and emergency. Failure to comply will lead to job stoppage, employee suspension or removal and possible loss of contract work.

- A. All workers need to be experienced and OSHA safety trained in their specific job duties or trades.
- B. A job hazard analysis must be completed in writing by the contractor utilizing administrative, engineering and personal protective controls.
- C. A safety plan must be submitted for approval to the CCSU EH&S, including all Material Safety Data Sheets along with OSHA 10 and all other document-required trainings, i.e. scaffolds, confined space, lift truck, tow motor, etc.

Barricades, safe work zones, signage, timing of work and other work control methods are required in the safety plan as the protection of the students, staff and faculty and workers is required at all times and is of the utmost importance.

All unsafe work conditions are required to be addressed at once. Near misses and other unsafe events should be documented and reported to the EH&S office at once.

- D. A hot work permit must be obtained prior to any hot work. Contact EH&S for written permission.
- E. If any work will block or alter a response of Emergency Apparatus, (fire, police or medical) the contractor must gain approval from the CCSU EH&S in advance.
- F. Contractor are NOT ALLOWED to tamper or disable any fire detection/protection device without the written permission of the CCSU EH&S. This includes physically covering a device.
- G. Contractor must provide to EH&S a list of emergency contact numbers during work and off hours.
- H. Contractor assumes responsibility for site safety at all times. If any student or staff enters into a work zone without being signed onto the safety plan or not wearing the correct personal protective equipment, work must be stopped and the situation corrected.
- I. Contractor assumes responsibility for securing the site or any hazards upon completion of work both at lunch and end of day.
- J. Contractor is required to secure and provide a "CALL BEFORE YOU DIG" permit if digging any holes by mechanical means, and only after an acceptable layout has been done.
- K. All contractor injuries must report to the CCSU EH&S within 1 hour of the injury. A written report, photos and method changes will be required before the job re-starts.
- L. Contractors doing work on off hours (Monday thru Friday 8:00 am to 4:00 pm) must sign in and out with the university Police Department whenever there is no project manager, CCSU contract administrator or EH&S professional available.
- M. The project managers will perform job site inspections daily or as needed with the project contact person.
- N. Any changes to work plans or documents require reporting to CCSU EH&S

- O. Unless specifically required for the project at hand, use of campus sidewalks by contractor vehicles is restricted to emergencies only and needs prior approval by EH&S or the University Police. All vehicles on campus sidewalks shall follow these rules of operation:
- Vehicle speed shall not exceed 5 mph
- Vehicle shall turn on flashers and headlights at all times
- Driver and passenger(s) shall wear seatbelts whenever the vehicle is in motion
- Contractor shall provide a ground man for larger vehicles and or while backing up
- P. No work by a contractor or sub will start without first contacting the office of Environmental Health and Safety unless it has immediate impact to student/staff safety or is emergency response related. All off hour injuries, near miss, and other incidents require immediate contact even in off hours. CCSU Office of Environmental Health and Safety contact information:

Domenic Forcella D-860-832-2499 C-860-637-4596 forcellad@ccsu.edu
Terrence Ferrarotti David Honyotski D- 860-832-3068 C-860-982-8386 honyotskidab@ccsu.edu

CCSU Police Department 860-832-2375